BILL NO. S-91-03-26

SPECIAL ORDINANCE NO. S-90-91

AN ORDINANCE approving **CONTRACT #6195-91, 1991 ASPHALT RESURFACING PROGRAM, PACKAGE 2** between **WAYNE ASPHALT & CONSTRUCTION CO., INC.** and the City of Fort Wayne, Indiana, in connection with the Board of Public Works and Safety.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the **CONTRACT #6195-91, 1991 ASPHALT RESURFACING PROGRAM, PACKAGE 2** by and between **WAYNE ASPHALT & CONSTRUCTION CO., INC.** and the City of Fort Wayne, Indiana, in connection with the Board of Public Works and Safety, for:

the improvement for the following:

1. **Harrison St. from the north property line of Main St. to the south property line of Superior St.**
2. **Main St. from the east property line of Ewing St. to the start of the concrete pavement at maiden Lane;**

the Contract price is Eighty-Eight Thousand Seven Hundred Ninety-Eight and no/100 Dollars ($88,798.00), all as more particularly set forth in said Contract, which is on file in the Office of the Board of Public Works and Safety and, is by reference incorporated herein, made a part hereof, and is hereby in all things ratified, confirmed and approved. Two (2) copies of said Contract are on file with the Office of the City Clerk and made available for public inspection, according to law.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

Janet G. Bradbury
Councilmember

APPROVED AS TO FORM
AND LEGALITY

J. Timothy McCaulay
J. Timothy ~~McCaulay, City~~ Attorney

CONTRACT NO. 6195-91
1991 ASPHALT RESURFACING PROGRAM, PACKAGE 2 (MVH/LRS)

BOARD ORDER NO. 2-91 **WORK ORDER NO. 10,898**

THIS CONTRACT made and entered into in triplicate this 20 day of March, 1991, by and between WAYNE ASPHALT & CONSTRUCTION CO., INC., herein called CONTRACTOR, and the City of Fort Wayne, Indiana, an Indiana Municipal Corporation, acting by and through the Mayor and the Board of Public Works and Safety, herein called OWNER;

WITNESSETH, that the CONTRACTOR and the OWNER, for the considerations hereinafter named, agree as follows:

ARTICLE 1: SCOPE OF WORK

CONTRACTOR shall furnish all labor, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for the following:
To improve by resurfacing:
1) Harrison St. from the north property line of Main St. to the south property line of Superior St.
2) Main St. from the east property line of Ewing St. to the start of the concrete pavement at Maiden Lane.
3) St. Joe Blvd. from the south property line of State Blvd. to the north property line of Forest Ave.,

all according to Res. No. 6195-91 and do everything required by this contract and the other documents constituting a part hereof.

ARTICLE 2: THE CONTRACT SUM

The OWNER shall pay CONTRACTOR for the performance of the contract the unit price sum of **$88,798.00.** In the event the amount of work is increased or decreased by OWNER, the contract sum shall be increased or decreased according to the unit price schedule set forth in the CONTRACTOR's Proposal.

ARTICLE 3: PROGRESS PAYMENTS

The OWNER shall make payments on account of the contract as provided herein, as follows:

Monthly progress payments will be made by OWNER upon submission of a statement of quantities of work completed and/or materials supplied to the job site as of the end of each month. On or about the 15th day of the following month, ninety percent (90%) of the value of the work performed up to the first day of that month (based on the contract price of labor and materials incorporated in the work) and as estimated by the CONTRACTOR and approved or revised by the Engineering Department of the OWNER less the aggregate of previous payments, will be paid by OWNER to the CONTRACTOR.

ARTICLE 4: ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and accepted and the contract is fully performed.

Upon filing of a Completion Affidavit by the CONTRACTOR that the work is ready for final inspection and acceptance, the Board of Public Works and Safety will direct the Engineering Department of the OWNER to promptly make such inspection. When the Engineering Department finds the work acceptable under the contract, and the contract is fully performed, it shall so inform the Board of Public Works and Safety, which shall issue a final certificate stating that the work provided for in this Contract has been completed and is accepted. Thereupon the entire balance of the Contract sum shall be due and payable to the CONTRACTOR; provided only that CONTRACTOR shall first furnish OWNER, if requested to do so, satisfactory evidence that all persons who have supplied labor, material, or equipment for the work have been fully paid, and all required manpower utilization reports for this project have been submitted.

ARTICLE 5: WORKMEN'S COMPENSATION ACT

The CONTRACTOR will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with the Workmen's Compensation Act in accordance with Statutes of the State of Indiana and Ordinances of the City of Fort Wayne.

Any judgment rendered against the City of Fort Wayne in any suits for damages for injury to real or personal property, or for any injury sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen or any judgment of any court or award o any Board of Arbitrators or of the Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said CONTRACTOR, shall be conclusive against CONTRACTOR as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that CONTRACTOR indemnify and hold harmless OWNER in the premises.

ARTICLE 6: NONDISCRIMINATION OF LABOR

The CONTRACTOR further agrees to be bound by Section 15-13 (as amended), of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana as General Ordinance No. G-34-78 (as amended) on December 12th, 1978. The successful bidder shall file a Manpower Utilization Report for this project with the Compliance Office within ten (10) days after completion of construction or upon request of the Office of Compliance.

ARTICLE 7: PREVAILING WAGE SCALE

The CONTRACTOR agrees to pay, and also requires of his subcontractors that they pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the Statutes of the State of Indiana, and the Ordinances of the City of Fort Wayne according to the applicable wage scale as included in the bid documents.

ARTICLE 8: COMPONENT PARTS OF THIS CONTRACT

The following documents are as fully a part of the contract as if hereto attached or herein repeated:

a. Advertisement for Bids, for Resolution No. **6195-91**
b. Instructions to Bidders for Resolution No. 6195-91
c. Contractor's Proposal Dated 3/6/91
d. Ft. Wayne Street Engineering Drawings accompanying bid packet for Resolution No. 6195-91
e. Supplemental Specifications accompanying bid packet for Resolution No. 6195-91
f. Workmen's Compensation Act, Statutes of the State of Indiana and Ordinances of the City of Fort Wayne.
g. Non-Discrimination of Labor, General Ordinance No. G-34-78 (as amended).
h. Prevailing Wage Scale.
i. Performance and Guaranty Bond.
j. Labor and Material Payment Bond.
k. Right-of-Way Cut Permit.
l. Comprehensive Liability Insurance Coverage.
m. Minority/Female Employment Hourly Utilization
n. MBE/EBE Committment Form

ARTICLE 9: GUARANTEE OF WORKMANSHIP

At the time of execution of this contract, the CONTRACTOR shall furnish a Performance and Guaranty Bond in favor of the City of Fort Wayne in the amount of the total value of the materials supplied and/or work performed under the terms of this contract. The said bond shall ensure the completion of the work covered hereunder and shall guarantee the materials and workmanship for a period of three (3) years following written acceptance of the work by the OWNER.

ARTICLE 10: INDEMNITY

CONTRACTOR shall furnish to OWNER, within ten (10) days of the date hereof, a certificate from an insuror acceptable to OWNER showing personal injury and property damage insurance, in force and issued in connection with the work to be performed under this Contract, in amounts satisfactory to OWNER and in accordance with the Statutes of the State of Indiana.

ARTICLE II: ADJUSTMENTS OF DISPUTES

All questions or controversies which may arise between the CONTRACTOR and the OWNER under the provisions of this Contract shall be subject to the decision of the Director of Public Works & Safety of the OWNER, and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications, or other phases of the work covered by this Contract will be permitted except on prior written authorization by the Board of Public Works and Safety.

ARTICLE 12:

The CONTRACTOR agrees to complete the work specified in the contract by **6/15/91** after having been ordered by the OWNER to commence work under this contract.

ARTICLE 13: COUNCILMANIC APPROVAL

This Agreement, although executed on behalf of the OWNER by the Mayor and Board of Public Works and Safety of the City of Fort Wayne, Indiana, shall not be binding upon the OWNER unless and until the same shall have been ratified and approved by the Common Council of the City of Fort Wayne, Indiana, and should said Common Council fail to approve the same within ninety (90) days after the date hereof, then this Contract shall be and become wholly void.

ARTICLE 14:

This contract is governed by Laws of the State of Indiana.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CONTRACTOR
WAYNE ASPHALT & CONSTR. CO., INC.

BY: Craig A. Moyer

Craig A. Moyer
President

BY: Virgil E. Walters

Virgil E Walters
Secretary

CITY OF FORT WAYNE, INDIANA

BY: _____
Paul Helmke, Mayor

BOARD OF PUBLIC WORKS & SAFETY

_____
Charles E. Layton
Director of Public Works

_____
Michael McAlexander
Director of Public Safety

_____
Douglas M. Lehman
Director of Administration & Finance

ATTEST:

Patricia J. Crick
Patricia J. Crick, Clerk

ACKNOWLEDGMENT

STATE OF INDIANA:

SS:

COUNTY OF ALLEN:

BEFORE ME, a Notary Public, in and for said County and State, this 18th day of March, 19 91, personally appeared the within named Craig A. Moyer & Virgil E. Walters, who, being by me first duly sworn upon their oaths, say that they are the President and Vice President -Secretary of Wayne Asphalt Inc., and as such duly authorized to execute the foregoing instrument and acknowledged the same as the voluntary act and deed of Weikel Line Company for the uses and purposes therein set forth.

Jane M. Bowers
NOTARY PUBLIC

Jane M. Bowers
(Type or print name of notary)

MY COMMISSION EXPIRES: 4-5-95

Resident of Allen County, Indiana

BID TAB DATE: 3-6-91

PROJECT: RESURFACING 1991-PACKAGE NO2 BASE BID RES. NO: 6195-91

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT COST ($)	AMOUNT ($)	BIDDER: WAYNE ASPHALT UNIT COST ($)	WAYNE ASPHALT AMOUNT ($)	BIDDER: BROOKS CONST. UNIT COST ($)	BROOKS CONST. AMOUNT ($)	BIDDER: S E JOHNSON CO. UNIT COST ($)	S E JOHNSON CO. AMOUNT ($)
1.	Surface Milling Bituminous	7828	SY	2.00	15656.00	1.10	8610.80	2.00	15656.00	1.35	10567.80
2.	Pavement Removal	900	SY	7.00	6300.00	4.25	3825.00	7.00	6300.00	7.00	6300.00
3.	H.A.C. Base No. 50	502	TON	30.00	15060.00	23.90	11997.80	22.00	11044.00	27.50	13805.00
4.	H.A.C. Binder No. 9	1022	TON	27.00	27594.00	23.90	24425.80	21.00	21462.00	28.00	28616.00
5.	H.A.C. Surface Type B	512	TON	32.00	16384.00	29.05	14873.60	32.00	16384.00	31.00	15872.00
6.	Crack & Joint Sealer	2.32	TON	750.00	1740.00	700.00	1624.00	800.00	1856.00	640.00	1484.80
7.	Concrete Curb Type II-A	100	LF	5.50	550.00	16.00	1600.00	10.00	1000.00	16.00	1600.00
8.	Inlet Type I-C	1	EA	1600.00	1600.00	700.00	700.00	850.00	850.00	1050.00	1050.00
9.	Castings Furnished & Adjusted to Grade	6	EA	325.00	1950.00	350.00	2100.00	350.00	2100.00	400.00	2400.00
10.	Castings Adjusted to Grade	20	EA	175.00	3500.00	200.00	4000.00	175.00	3500.00	200.00	4000.00
11.	Water Valves Adjusted to Grade	19	EA	100.00	1900.00	100.00	1900.00	55.00	1045.00	50.00	950.00
12.	Permanent Pavement Marking (Center line) Solid Yellow 6"	2700	LF	1.75	4725.00	0.80	2160.00	0.75	2025.00	0.75	2025.00
13.	Permanent Pavement Marking (Lane line) Skip White 6"	675	LF	1.75	1181.25	0.80	540.00	0.75	506.25	0.75	506.25
14.	Permanent Pavement Marking (Lane line) Solid White 6"	150	LF	1.75	262.50	0.80	120.00	0.75	112.50	0.75	112.50
15.	Permanent Pavement Marking (Left Arrow)	1	EA	175.00	175.00	30.00	30.00	52.50	52.50	52.50	52.50
16.	Permanent Pavement Marking (Word Only)	1	EA	200.00	200.00	50.00	50.00	105.00	105.00	105.00	105.00
17.	Type A Construction Signs	23	EA	120.00	2760.00	60.00	1380.00	25.75	592.25	90.00	2070.00
18.	Type B Construction Signs	6	EA	40.00	240.00	30.00	180.00	5.00	30.00	25.00	150.00
19.	Arrow Boards	4	EA	800.00	3200.00	100.00	400.00	200.00	800.00	700.00	2800.00
20.	Type I Barricade w/flasher	90	EA	15.00	1350.00	2.00	180.00	4.00	360.00	12.50	1125.00
21.	Temporary Pavement Marking Yellow	650	LF	1.10	715.00	0.50	325.00	0.25	162.50	0.19	123.50
22.	Maintenance of Traffic	1	LS	5000.00	5000.00	2500.00	2500.00	5000.00	5000.00	6500.00	6500.00
23.	Type III Barricades	5	EA	10.00	50.00	50.00	250.00	20.00	100.00	100.00	500.00
				TOTAL:	$112,092.75	TOTAL:	$83,772.00	TOTAL:	$91,043.00	TOTAL:	$102,715.35
						% over	0.00%	% over	0.00%	% over	0.00%
						% under	25.27%	% under	18.78%	% under	8.37%

BID TAB DATE:3-6-91

PROJECT: RESURFACING 1991-PACKAGE NO2 ALTERNATE 1 RES. NO: 6195-91

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT COST ($)	AMOUNT ($)	BIDDER: WAYNE ASPHALT UNIT COST ($)	WAYNE ASPHALT AMOUNT ($)	BIDDER: BROOKS CONST. UNIT COST ($)	BROOKS CONST. AMOUNT ($)	BIDDER: S E JOHNSON CO. UNIT COST ($)	S E JOHNSON CO. AMOUNT ($)
1.	Additive H.A.C. Surface Type B with MAC-20	359	TON	6.00	2154.00	14.00	5026.00	10.00	3590.00	5.80	2082.20
				TOTAL:	$2,154.00	TOTAL:	$5,026.00	TOTAL:	$3,590.00	TOTAL:	$2,082.20
						% over	133.33%	% over	66.67%	% over	0.00%
						% under	0.00%	% under	0.00%	% under	3.33%

BID TAB DATE:3-6-91 RES. NO:6195-91

PROJECT: 1991 RESURFACING PACKAGE #2 (COMBINED BID TAB)	ENGINEER'S ESTIMATE	BIDDER: WAYNE ASPHALT	BIDDER: BROOKS CONST. CO.	BIDDER: S.E. JOHNSON COMPANIE
BASE	$112,092.75	$83,772.00	$91,043.00	$102,715.35
ALTERNATE #1 BID	$2,154.00	$5,026.00	$3,590.00	$2,082.20
TOTAL:	$114,246.75	TOTAL: $88,798.00	TOTAL: $94,633.00	TOTAL: $104,797.55
		% over 0.00%	% over 0.00%	% over 0.00
		% under 22.28%	% under 17.17%	% under 8.27

Read the first time in full and on motion by Bradbury, seconded by Redd, and duly adopted, read the second time by title and referred to the Committee on Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Conference Room 128, City-County Building, Fort Wayne, Indiana, on _____, the _____, day of _____, 19____, at _____ o'clock ____.M.,E.S.T.

DATED: 3-26-91.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Bradbury, seconded by Ben Quinta, and duly adopted, placed on its passage. PASSED ~~LOST~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	8			1
BRADBURY	✓			
BURNS	✓			
EDMONDS	✓			
GiaQUINTA	✓			
HENRY	✓			
LONG	✓			
REDD				
SCHMIDT	✓			✓
TALARICO	✓			

DATED: 4-9-91.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as ~~(ANNEXATION)~~ ~~(APPROPRIATION)~~ ~~(GENERAL)~~ (SPECIAL) ~~(ZONING MAP)~~ ORDINANCE ~~RESOLUTION~~ NO. S-90-91 on the 9th day of April, 19 91,

ATTEST: Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

SEAL
Samuel J. Talarico
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 10th day of April, 1991, at the hour of 1:30 o'clock P.M.,E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 11th day of April, 19 91, at the hour of 10:00 o'clock P.M.,E.S.T.

PAUL HELMKE, MAYOR

Admn. Appr.

TITLE OF ORDINANCE: Contract #6195-91, 1991 Asphalt Resurfacing Program, Pkg. 2

DEPARTMENT REQUESTING ORDINANCE: Board of Public Works & Safety

SYNOPIS OF ORDINANCE: The Contract for #6195-91, 1991 Asphalt Resurfacing, Pkg. 2, is improvement for the following: 1) Harrison St. from the north property line of Main St. to the south property line of Superior St. 2) Main St. from the east property line of Ewing St. to the start of the concrete pavement at Maiden Lane.
Wayne Asphalt & Construction Co., Inc., is the contractor.

EFFECT OF PASSAGE: Improved pavement conditions at the above locations.

EFFECT OF NON PASSAGE:

S-91-03-36

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) $88,798.00

ASSIGNED TO COMMITTEE:

BILL NO. S-91-03-36

REPORT OF THE COMMITTEE ON PUBLIC WORKS

JANET G. BRADBURY, CHAIRPERSON
CLETUS R. EDMONDS, VICE CHAIRMAN
GiaQUINTA, REDD, HENRY

WE, YOUR COMMITTEE ON PUBLIC WORKS TO WHOM WAS

REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving CONTRACT #6195-91, 1991 ASPHALT RESURFACING PROGRAM, PACKAGE 2 between WAYNE ASPHALT & CONSTRUCTION CO., INC. and the City of Fort Wayne, Indiana, in connection with the Board of Public Works and Safety

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE) (~~RESOLUTION~~)

DO PASS	DO NOT PASS	ABSTAIN	NO REC
J G Bradbury			
Thomas C. Henry			
Charles Redd			
M. E. GiaQuinta			

DATED: 4-9-91.

Sandra E. Kennedy
City Clerk